

# Pacific Spaceport Complex-Alaska Security Support Services

**Request for Proposal**

**Document Number: RFP-AAC-23-0008**

**Revision: 00**

**Date: 10/13/2023**



Pacific Spaceport Complex Alaska  
Narrow Cape  
Kodiak, Alaska

**IMPORTANT NOTICE:** This is a proposal that will not be read at public opening. The information may be publicly reviewed after award. The instructions to offerors and Alaska Aerospace (AAC) general terms and conditions should be reviewed and understood before preparing a proposal. As a state agency, AAC is exempt from federal, state and local taxes. AAC will not pay for any information received in response to this Request for Proposal (RFP), nor will AAC compensate any respondent for any cost incurred in developing the Proposal. All information submitted by respondents to this RFP, including appropriately marked proprietary information, will be safeguarded and protected from unauthorized disclosure. All personnel reviewing the RFP information have been briefed regarding Non-disclosure and Organizational Conflict of Interest (OCI) issues. Return the proposal by the above time and date. The proposal is to be valid for 120 days.

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# 1 INSTRUCTIONS TO OFFERORS

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## 1.1 PURPOSE OF THE RFP

The Alaska Aerospace Corporation (AAC) is soliciting proposals from qualified firms or organizations, with local support personnel, to provide temporary physical security, unarmed, cleared (SECRET) Security Guard services to the Pacific Spaceport Complex-Alaska (PSCA) during a variety of active mission operations.

It is difficult to anticipate ahead of time specific dates for support requirements as the support schedule is entirely derived from mission requirements. However, Offerors will submit a technical proposal in response to the Task Order Requirements contained in the RFP and a five-year Time and Material (T&M) rate schedule to facilitate evaluation of the Offerors capability to complete all requirements described in this solicitation and determine those offerors within the competitive range.

## 1.2 IDIQ CONTRACT VALUE

AAC contemplates that all services will be provided under an Indefinite Quantity contract. The base contract period will be for three (3) years with options to extend for two (2) additional one-year periods. The maximum ordering limitation will be \$7,600,000.00 for the life of the contract. The \$7,600,000.00 maximum may be realized in a single year or spread out over the life of the contract including all option years. There is no guaranteed minimum for the life of the contract, which includes the base period and all options exercised, as the requirements contained herein are based entirely on PSCA customer mission schedules and security needs.

## 1.3 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be submitted electronically via [Maggie.Minton@akaerospace.gov](mailto:Maggie.Minton@akaerospace.gov) on or before the RFP closing date of **14 November 2023, 5 PM AKST**. Late proposals or amendments will be disqualified and not opened or accepted for evaluation.

## 1.4 SMALL BUSINESS 8(A) ANC SET ASIDE

This solicitation is set-aside for Small Business (Total). Offerors shall be firms that qualify as a U.S. Small Business Administration (SBA) Small Disadvantaged Business (SDB), Alaskan Native Corp (ANC). You must be an approved SBA firm (including Mentor-Protégé Joint Venture firms) at the time and date for receipt of proposals to be considered as a valid.

## 1.5 PRIOR EXPERIENCE

For Offerors to be considered responsive, offerors must:

- Demonstrate status as approved SBA, 8(a) ANC firm.
- Demonstrate active Facility Clearance (FCL) at the Secret Level

An offeror's failure to meet these minimum prior experience requirements will cause their proposal to be considered non-responsive and rejected.

## 1.6 REQUIRED REVIEW

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and objectionable material must be made in writing and received by the procurement team at least ten days before the deadline for receipt of proposals. This will allow time for the issuance of any necessary amendments. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the procurement officer, in writing. The terms and conditions should be reviewed and understood before preparing a quotation and are available at <https://akaerospace.com/contracts/>.

## 1.7 SOLICITATION INQUIRIES AND QUESTIONS

All questions regarding this solicitation, of a contractual or technical nature, must be in writing and submitted to [Maggie.Minton@akaerospace.gov](mailto:Maggie.Minton@akaerospace.gov). Please be advised AAC reserves the right to transmit those questions and answers of a common interest to all prospective offerors.

## 1.8 ASSISTANCE TO OFFERORS WITH A DISABILITY

Offerors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the procurement officer no later than ten days prior to the deadline for receipt of proposals.

## 1.9 AMENDMENTS TO THE RFP

If an amendment is issued before the deadline for receipt of proposals, it will be provided to all who were notified of the RFP and to those who have registered with the procurement officer. After receipt of proposals, if there is a need for any substantial clarification or material change in the RFP, an amendment will be issued. The amendment will incorporate the clarification or change, and a new date and time established for new or amended proposals. Evaluations may be adjusted because of receiving new or amended proposals.

## 1.10 AMENDMENTS TO PROPOSALS

Amendments to or withdrawals of proposals will only be allowed if acceptable requests are received prior to the deadline that is set for receipt of proposals. No amendments or withdrawals will be accepted after the deadline.

## 1.11 RFP SCHEDULE

TABLE 1. RFP SCHEDULE

Activity	Date/Time
Issue Date / RFP Released	10/13/2023
Deadline for Receipt of Proposals / Proposal Due Date	11/14/2023, 5pm AKST
Proposal Evaluations Complete	11/18/2023
Notice of Intent to Award	11/21/2023
IDIQ Contract Issued	11/27/2023

This RFP does not, by itself, obligate Alaska Aerospace. AAC's obligation will commence when the contract is executed. Upon written notice to the contractor, AAC may set a different starting date for the contract. AAC will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by AAC.

## 1.12 ALTERNATE PROPOSALS

Offerors may only submit one proposal for evaluation. Alternate proposals (proposals that offer something different than what is asked for) will be rejected.

## 2 BACKGROUND INFORMATION

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The Alaska Aerospace Corporation was established by the State of Alaska to develop a high technology aerospace industry in the state. AAC's core business area is space launch, and it developed, owns, and operates the Pacific Spaceport Complex-Alaska (PSCA), a state-of-the-industry spaceport on Kodiak Island, Alaska, that provides access to planetary orbital space for commercial and government interests. The corporation's charter encompasses more than space launch, and it participates in other aerospace fields as well.

The purpose of this Request for Proposal (RFP) is to establish an Indefinite Delivery Indefinite Quantity Contract to provide Security Guard Support Services to operations at the Pacific Spaceport Complex-Alaska (PSCA) operated by the Alaska Aerospace Corporation (AAC). It is difficult to anticipate ahead of time specific dates for support requirements as the support schedule is entirely derived from mission requirements; therefore, specific requirements will be provided to the selected Offeror through the issue of a Notice to Proceed (NTP) or Task Orders (TOs) under the established IDIQ Contract.

The anticipated IDIQ contract period will be for three (3) years with options to extend for two (2) additional one-year periods and establish a not to exceed ceiling value of \$7,600,000.00. To facilitate evaluation of the Offerors capability to complete all requirements described in this solicitation and determine those Offerors within the competitive range, Offerors will submit a technical proposal including pricing in response to the Task Order Requirements contained in Section 3, "Scope of Work and Contract Information" and a five-year Time and Material (T&M) rate schedule utilizing forms and spreadsheets provided as part of this RFP.

## 3 SCOPE OF WORK AND CONTRACT INFORMATION

### 3.1 IDIQ SCOPE OF WORK

Alaska Aerospace Corporation (AAC) has a requirement for Security Guard services (uncleared and cleared) to be provided at the Pacific Spaceport Complex- Alaska (PSCA) on Kodiak Island, Alaska. This requirement includes the safeguard of classified and sensitive equipment. This is an Indefinite Delivery/Indefinite Quantity (IDIQ) contract to support AAC and the PSCA's requirement. The Contractor shall not represent themselves as AAC to customers or stakeholders nor is it authorized to make decisions on AAC's behalf. The Contractor shall ensure that there are sufficient resources, supervision, and training provided to ensure that Alaska Aerospace and PSCA expectations are met. Contractor Security Personnel shall fall under the supervision of the PSCA Facility Security Officer (FSO) or another designated individual while on duty.

TABLE 2. IDIQ REQUIREMENTS

Category	Requirements
Administrative	<p>The Contractor shall provide on-call launch security services support with costs based on the current agreed upon T&amp;M rates in the contract. Upon request, the Contractor shall provide all necessary manpower, equipment, materials, and supplies to perform these services for AAC. The scope of work and contract type for each task assignment issued by AAC may be created by negotiations that begin with a "scoping" meeting. The AAC Contract Manager will negotiate with the Contractor each time a task assignment requiring their services has been identified. Negotiations will define the specific services required, the personnel and equipment necessary, and a schedule to complete the task assignment.</p> <p>The Contractor will then provide, when requested, a written proposal for the task assignment, a completion schedule, and a cost estimate or a quote. AAC will analyze the proposal and negotiate with the Contractor as applicable. A Notice to Proceed (NTP) or Task Order will be issued authorizing the Contractor to proceed with the work after each task assignment's negotiations are completed and the parties are in agreement. The Contractor will not be reimbursed for proposal preparation or for any work performed prior to the issuance of the NTP/TO.</p>
Training	<p>The Individuals fulfilling security guard roles shall satisfactorily complete training in the following subjects:</p> <ul style="list-style-type: none"> <li>• Duties and responsibilities to the employer and client;</li> <li>• Fire prevention and safety jointly presented by AAC;</li> <li>• Patrol techniques jointly presented by AAC and Contractor; and</li> <li>• Use of Pepper Spray;</li> </ul> <p>It is the responsibility of the Contractor to arrange for this training, and to ensure that each security guard completes it. Contract Guards shall receive an initial orientation program prior to being scheduled for guard duty. After employment, AAC shall continue a program of on-the-job training of Contract Guards. The on-the-</p>

Category	Requirements
	<p>job training shall include certification and testing referred to as "Quality Control (QC)" to ensure that the desired level of proficiency is maintained.</p> <p>On-the-job training shall include, but is not limited to the following subjects:</p> <ul style="list-style-type: none"> <li>• The mission as applicable to their duties;</li> <li>• Use and care of security facilities and equipment;</li> <li>• Duties and procedures;</li> <li>• Briefing on job description to include all procedures within a tour of duty;</li> <li>• Safety;</li> <li>• Emergency action procedures to include radio procedures, recall procedures and utilization of checklists.</li> </ul>
Service	<p>The Contractor shall provide Security Services, including, but not limited to:</p> <ul style="list-style-type: none"> <li>• Provide Security Services to support the arrival of Launch Equipment at various PSCA sites.</li> <li>• Provide security support for open storage to include, but not limited to roving patrols/guard schedules, daily security and incident reporting, access and circulation control, and emergency management.</li> </ul> <p>The Contractor's Security Personnel shall:</p> <ul style="list-style-type: none"> <li>• Ensure building occupants and visitors comply with posted rules and regulations. Discrepancies shall be immediately reported to the PSCA FSO or their designee;</li> <li>• Monitor and enforce the personal identification and visitor control system;</li> <li>• Perform facility patrols and facility checks in accordance with routes and schedules as directed by the PSCA FSO, and/or their designee;</li> <li>• Turn off unnecessary facility lights, lock, unlock, or open windows, doors, gates, and cabinets and enforce energy conservation procedures and other related duties as indicated by the PSCA FSO, and/or their designee;</li> <li>• Answer telephones and take messages;</li> <li>• Direct traffic, both vehicle and pedestrian, and control parking as directed by the PSCA FSO and/or their designee;</li> <li>• Detect and immediately report to the PSCA FSO and/or their designee, persons attempting to gain unauthorized access to the property;</li> <li>• Prevent, if possible, unusual incidents, and detect and report damages, accidents, fire hazards, and violations of the PSCA security procedures;</li> <li>• Obtain professional assistance in accordance with procedures in the event of injury or illness to AAC personnel or others while in the building or on the grounds;</li> <li>• Staff the security office and monitor security cameras;</li> </ul>

Category	Requirements
	<ul style="list-style-type: none"> <li>• Prepare a written report at the end of each shift, or as designated by the PSCA FSO and/ or their designee. Contractor shall be responsible for maintaining these records for the term of the contract.</li> <li>• In the event of an emergency condition, notify designated PSCA personnel;</li> <li>• When required, provide security guard coverage on a shift basis for 24/7 service at PSCA.</li> <li>• Other administrative or miscellaneous light duties as directed by the PSCA FSO and/or their designee that do not interfere with patrol or other assigned duties.</li> <li>• Ensure all information provided by AAC regarding this contract is kept in a reading file at the guard station and is maintained by the contractor. This file shall be read and signed by each security guard when first assigned to the position and monthly thereafter;</li> <li>• Provide completed and error-free daily security and incident reports. The security guard contractor shall maintain a complete file of these reports;</li> <li>• Provide transportation for guards to and from PSCA;</li> <li>• Implement annual random drug-testing program of 25% of the Contractor's employees. Test results shall be furnished to the PSCA FSO and;</li> <li>• Comply with the requirements of the DoD Contract Security Specifications outlined in the DD Form 254 that is issued by AAC to the Contractor.</li> </ul>

### 3.1.1 Removal of Security Guards

AAC and ALS will use a standard format and template for documents and memos. This will create a more consistent produce for interna and external use. Any changes to the format of the template must be approved by the CEO.

- Guards shall use tact, courtesy, and good judgement. AAC reserves the right to require immediate removal of a Contract Guard if they act in a manner considered objectionable or inappropriate for their duties.
- All Contract Guards shall always be mentally alert and shall be capable of taking prompt, efficient actions in cases of fire, attempted theft, espionage, sabotage, or other acts detrimental to safeguarding AAC and federal property and the PSCA. Contract Guards found asleep while on guard duty shall be reported to the PSCA FSO immediately. Sleeping while on guard duty shall be cause for the Contractor to immediately terminate the employee.
- Possession of any alcoholic beverage or any illegal drug by a Contract Guard while on duty shall be cause for the Contractor to immediately terminate the employee.

The Contractor shall not re-employ any employee once removed from duty for the above reasons. Removal of a Contract Guard from duty shall not relieve the Contractor from the obligation to provide the services required for this contract. AAC does not pay overtime when Contract Guards are removed for reasons listed in bulleted list above, although positions may be temporarily filled with individuals who will draw overtime compensation.

### 3.1.2 Contractor Furnished Transportation, Property and Equipment

The Contractor shall provide transportation as required for guard personnel to meet their shift change schedules. Uniforms shall be standardized and approved by the PSCA FSO so as to provide for ready identification of the Contract Guards and shall not be construed or misinterpreted to reflect military designations, rank, or uniforms. The uniform color and design shall be coordinated with the Facility Security Officer (FSO). Uniforms shall support a badge, patch, or logo displaying Security, and a name tag for the individual employee prominently displayed on the outer garment.

## 3.2 TASK ORDER SCOPE OF WORK

Alaska Aerospace Corporation (AAC) has a requirement for physical security, unarmed, cleared (SECRET) Security Guard services, to be provided on a shift basis for 24/7 at the Pacific Spaceport Complex- Alaska (PSCA) on Kodiak Island, Alaska. This requirement includes the safeguard of classified and sensitive equipment.

The Successful Offeror will:

- Provide security support services for open storage, roving patrols/guard schedules, access and circulation control, and emergency management.
- Provide security support for open storage to include, but not limited to roving patrols/guard schedules, daily security and incident reporting, access and circulation control, and emergency management.
- Provide transportation as required for guard personnel to meet their shift change schedules.
- Provide, as a minimum, uniforms for each guard employee. The Contractor shall also provide uniform clothing for use during foul weather, i.e. rain. Each security guard shall wear the uniform. The uniforms and badges shall be standardized and provide for ready identification of the Contract Guards and shall not be construed or misinterpreted to reflect military designations, rank, or uniforms. Badges shall be worn with shirt and jackets.
- Provide radios for patrol guard use.
- Manage:
  - Scheduling of personnel and timekeeping;
  - Development and administration of on-the-job training programs for security guards;
  - Monitor and review all security guard activities to assure high quality performance;
  - Provide 24-hour contact phone number for the Contract Manager and the lead Guard on site.
- Ensure all information provided by AAC regarding this contract is kept in a reading file at the guard station and is maintained by the contractor. This file shall be read and signed by each security guard when first assigned to the position and monthly thereafter;
- Report morale and discipline issues of guard personnel to contractor management and the PSCA Facility Security Officer (FSO) and/or their designee;
- Ensure that security guard(s) are continually present to perform the duties set out herein. Lunch breaks, breaks, and other absences shall be arranged in a manner that facilitates a security guard's continual presence;
- Coordinate security guard activities with the PSCA FSO and/or their designee;

- Contractor Security Personnel shall fall under the supervision of the PSCA FSO or another designated individual while on duty. Contract Security Personnel shall be supervised by the contract security guard designated by the Contractor as the Guard Supervisor.

The Successful Offeror's Security Personnel will:

- Ensure building occupants and visitors comply with posted rules and regulations. Discrepancies shall be immediately reported to the PSCA FSO, or their designee;
- Monitor and enforce the personal identification and visitor control system;
- Perform facility patrols and facility checks in accordance with routes and schedules as directed by the PSCA FSO, and/or their designee;
- Turn off unnecessary facility lights, lock, unlock, or open windows, doors, gates, and cabinets and enforce energy conservation procedures and other related duties as indicated and directed by the PSCA FSO, and/or their designee;
- Alarm investigators will immediately respond to, investigate, and determine the cause of all Intrusion Detection alarms received and reported by the GCMS attendant.
- Answer telephones and take messages;
- Direct traffic, both vehicle and pedestrian, and control parking as directed by the PSCA FSO, and/or their designee;
- Detect and immediately report to the PSCA FSO, and/or their designee, persons attempting to gain unauthorized access to the property;
- Prevent, if possible, unusual incidents, and detect and report damages, accidents, fire hazards, and violations of the PSCA security procedures;
- Obtain professional assistance in accordance with procedures in the event of injury or illness to AAC personnel or others while in the building or on the grounds;
- Staff the security office and monitor security cameras;
- Prepare a written report, e.g. "Pass down log", at the end of each shift, or as designated by the PSCA FSO and/ or their designee. This 'Pass down log' will contain guards observations of all discrepancies and events observed during their shift. Contractor shall be responsible for maintaining these records for the term of the contract.
- In the event of an emergency condition, notify designated PSCA personnel;
- Other administrative or miscellaneous light duties as directed by the PSCA FSO and/or their designee that do not interfere with patrol or other assigned duties.
- Ensure all information provided by AAC regarding this contract is kept in a reading file at the guard station and is maintained by the contractor. This file shall be read and signed by each security guard when first assigned to the position and monthly thereafter;
- Provide completed and error-free daily security and incident reports. The security guard contractor shall maintain a complete file of these reports;
- Provide transportation for guards to and from PSCA;
- The contractor shall comply with 52.223-6, "Drug-Free Workplace";
- Comply with the requirements of the DoD Contract Security Specifications outlined in any DD Form 254 that may be issued by AAC to the Contractor.

### 3.2.1 Period of Performance and Work Schedule

The period of performance for this TO is approximately 15 April 2024 through 15 July 2024. Guard site orientation will occur the week prior to operations commencing.

The approximate work schedule is as follows:

- -At least three guards per shift
- -Coverage Required per shift:
  - One (1) Rover
  - One (1) Alarm Monitor
  - One (1) Responder
  - Work Schedule: Seven (7) days per week
  - Duration: Approximately 15 April - 15 July 2024

The Contractor shall staff the appropriate number of personnel required to achieve the above schedule.

### 3.2.2 Ground Rules

- The Alarm Monitor and responder will be positioned within the Range Control Center (RCC) at the Government Contractor Monitoring Station (GCMS).
- The Alarm Monitor will be responsible for completing the Alarm Response Record to be stored in the GCMS.
- The alarm monitor will not perform any other duties while on shift outside of monitoring the Site Alarms within the GCMS.
- Guards shall have their State of Alaska Security Guard Card.

### 3.2.3 Deliverables

**TABLE 3. TASK ORDER DELIVERABLES**

Doc Number	Document	Date Due
A001	Security Plan (Controlled Unclassified Information (CUI) Protection Plan)-	14 Days ARO
A002	Site Orientation for Guards	Week prior to commencement of Security Guard Services
A003	Monthly Status Report	Monthly
A004	Incident Reports	As Required

### 3.2.4 Contract Type

This Contract is anticipated to be a Cost-Plus Fixed Fee (CPFF) or Cost-Plus Incentive Fee (CPIF). Contract type and Fee/Profit will be negotiated for this Task Order with the selected offeror.

## 3.3 CONTRACT INFORMATION

### 3.3.1 Location of Work

The work is to be performed at the Pacific Spaceport Complex-Alaska (PSCA), Milepost 13 Pasagshak Road, Kodiak, Alaska 99615. Travel to other locations will not be required.

### 3.3.2 Proposed Payment Procedures

AAC will make payments based on a negotiated payment schedule. Each billing must consist of an invoice and progress report. No payment will be made until the progress report and invoice has been approved by the project manager.

### 3.3.3 Contract Personnel

Any change of the project team members or subcontractors named in the proposal must be approved, in advance and in writing, by the project director or procurement officer. Changes that are not approved by the AAC may be grounds for AAC to terminate the contract.

### 3.3.4 Contract Changes Unanticipated Amendments

During the course of this contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the project manager will provide the contractor a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments. The contractor will not commence additional work until the procurement officer has secured any required AAC approvals necessary for the amendment and issued a written contract amendment, approved by the AAC.

### 3.3.5 Nondisclosure and Confidentiality

Contractor agrees that all confidential information shall be used only for purposes of providing the deliverables and performing the services specified herein and shall not disseminate or allow dissemination of confidential information except as provided for in this section. The contractor shall hold as confidential and will use reasonable care (including both facility physical security and electronic security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information. "Reasonable care" means compliance by the contractor with all applicable federal and state law, including the Social Security Act and HIPAA. The contractor must promptly notify AAC in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

Confidential information, as used herein, means any data, files, software, information or materials (whether prepared by AAC or its agents or advisors) in oral, electronic, tangible or intangible form and however stored, compiled or memorialized that is classified confidential as defined by State of Alaska classification and categorization guidelines provided by AAC to the contractor or a contractor agent or otherwise made available to the contractor or a contractor agent in connection with this contract, or acquired, obtained or learned by the contractor or a contractor agent in the performance of this contract. Examples of confidential information include, but are not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc.). Additional information that the contractor shall hold as confidential during the performance of services under this contract include personnel wages and person-specific data.

If confidential information is requested to be disclosed by the contractor pursuant to a request received by a third party and such disclosure of the confidential information is required under applicable state or federal law, regulation, governmental or regulatory authority, the contractor may disclose the confidential information after providing the AAC with written notice of the requested disclosure (to the extent such notice to the AAC is permitted by applicable law) and giving the AAC opportunity to review the request. If the contractor receives no objection from AAC, it may release the confidential information within 30 days. Notice of the requested disclosure of confidential information by the contractor must be provided to the AAC within a reasonable time after the contractor's receipt of notice of the requested

disclosure and, upon request of the AAC, shall seek to obtain legal protection from the release of the confidential information.

The following information shall not be considered confidential information: information previously known to be public information when received from the other party; information freely available to the general public; information which now is or hereafter becomes publicly known by other than a breach of confidentiality hereof; or information which is disclosed by a party pursuant to subpoena or other legal process and which as a result becomes lawfully obtainable by the general public.

### 3.3.6 Indemnification

The contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the contractor under this agreement. The contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the contracting agency's selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor's work.

### 3.3.7 Insurance Requirements

Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, AAC shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the procurement officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance. AAC'S full contract provisions for Insurance and Indemnification are provided under Appendix B, attached in Section 7. ATTACHMENTS.

### 3.3.8 Termination for Default

If the CEO determines that the contractor has refused to perform the work or has failed to perform the work with such diligence as to ensure its timely and accurate completion, AAC may, by providing written notice to the contractor, terminate the contractor's right to proceed with part or all of the remaining work. This clause does not restrict AAC's termination rights under the contract provisions of Appendix A, attached in SECTION 7. ATTACHMENTS.

### 3.3.9 Termination for Convenience

AAC may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in AAC's interest. The Contract Manager shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date. AAC may terminate this Agreement, in whole or in part, when it is in the best interest of AAC. AAC is liable only for payment in accordance with the payment provisions of this Agreement for supplies/services rendered before the effective date of termination.



## 4 PROPOSAL FORMAT AND CONTENT

### 4.1 RFP SUBMITTAL FORMS

This RFP contains Submittal Forms, which must be completed by the offeror and submitted as their proposal. Electronic copies of the forms are posted along with this RFP. Offerors shall not re-create these forms, create their own forms, or edit the format structure of the forms unless permitted to do so. Unless otherwise specified in this RFP, the Submittal Forms shall be the offeror's entire proposal. Do not include any marketing information in the proposal.

Any proposal that does not follow these requirements may be deemed non-responsive and rejected.

### 4.2 SPECIAL FORMATTING REQUIREMENTS

The offeror must ensure that their proposal meets all special formatting requirements identified in this section.

**Documents and Text:** All attachment documents must be written in the English language, be single sided, and be single spaced with a minimum font size of 10. Pictures or graphics may be used if the offeror feels it is necessary to communicate their information, however, be aware of the page limit requirements.

**Anonymity:** Some Submittal Forms listed below must not contain any names that can be used to identify who the offeror is (such as company names, offeror name, company letterhead, personnel names, project names, subconsultant names, manufacturer or supplier names, or product names).

**Page Limits:** Some Submittal Forms listed below have maximum page limit requirements. Offerors must not exceed the maximum page limits. Note, the page limit applies to the front side of a page only (for example, '1 Page' implies that the offeror can only provide a response on one side of a piece of paper).

TABLE 4. SUBMITTAL FORMS

Submittal Form	Description	Anonymous Document	Maximum Page Limits
A	Offeror Information and Certifications	NO	
B	Technical Approach to Scope of Work	YES	5
C	Team Knowledge and Experience	YES	5
D	Unique Qualifications	YES	5
E	Cost Proposal	NO	
F	Copy of Small Business Administration 8(a) ANC Certification	NO	

Any Submittal Form that is being evaluated and does not follow these instructions may receive a '1' score for the evaluated Submittal Form, or the entire response may be deemed non-responsive and rejected. Failure to submit any of the Submittal Forms will result in the proposal being deemed non-responsive and rejected.

## 4.3 SUBMITTAL FORMS

### 4.3.1 Offeror Information and Certifications (Submittal Form A)

The offeror must complete and submit this Submittal Form. The form must be signed by an individual authorized to bind the offeror to the provisions of the RFP.

By signature on the form, the offeror certifies they comply with the following:

- the laws of the State of Alaska;
- the applicable portion of the Federal Civil Rights Act of 1964;
- the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- all terms and conditions set out in this RFP;
- a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
- that the offers will remain open and valid for at least 90 days.

If any offeror fails to comply with [a] through [g] of this paragraph, AAC reserves the right to disregard the proposal, terminate the contract, or consider the contractor in default.

The Submittal Form also requests the following information:

- The complete name and address of offeror's firm along with the offeror's Tax ID.
- Information on the person AAC should contact regarding the proposal.
- Names of critical team members/personnel.
- Addenda acknowledgement.
- Conflict of interest statement.
- Federal requirements.

An offeror's failure to address/respond/include these items may cause the proposal to be determined to be nonresponsive and the proposal may be rejected.

### 4.3.2 Technical Approach to Scope of Work (Submittal Form B)

Offerors must provide:

- a technical approach that is tailored based on obtaining an understanding of the organization's activities and requirements as outlined in the Task Order Scope and IDIQ of Work.
- a proposal that showcases the firm's commitment to hiring Alaskans and provides actionable plan to obtain and retain local on-island workforce.
- comprehensive narrative statements that set out the methodology the offeror intends to employ and illustrates how the methodology will serve to accomplish the work and meet AAC's project schedule.
- a security guard staffing approach that is tailored based on the firm's advanced understanding of your organization's industry and the specific requirements of the project.

**SPECIAL NOTE:** The offeror shall not disclose their costs in this Submittal Form. This Submittal Form shall be kept anonymous and must not contain any names that can be used to identify who the offeror is and cannot exceed the page limit (as described in Section 4.2).

#### 4.3.3 Team Knowledge and Experience (Submittal Form C)

Offerors must provide detail on the key personnel assigned to accomplish/manage the work called for in this RFP, including professional training; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Offerors must provide a description of qualifications, industry experience, and strengths for all key project personnel in addition to the firm's background, client base, and years in business.

Offerors must provide a narrative description of the organization of the project team and a personnel roster that identifies each person who will actually work on the contract along with their titles and location(s) where work will be performed.

Offerors must also provide reference names and phone numbers for similar projects the offeror's firm has completed.

If the offeror does not have relevant experience in this particular industry, the offeror must specify that the firm has identified a firm with the applicable expertise/specialty to affiliate with to assist with this project and provides the affiliate firm's qualifications, background and experience.

**SPECIAL NOTE:** The offeror shall not disclose their costs in this Submittal Form. This Submittal Form shall be kept anonymous and must not contain any names that can be used to identify who the offeror is and cannot exceed the page limit (as described in Section 4.2).

#### 4.3.4 Unique Qualifications (Submittal Form D)

Offerors must provide any qualifications that set their firm apart from other firms.

**SPECIAL NOTE:** The offeror shall not disclose their costs in this Submittal Form. This Submittal Form shall be kept anonymous and must not contain any names that can be used to identify who the offeror is and cannot exceed the page limit (as described in Section 4.2).

#### 4.3.5 Cost Proposal (Submittal Form E)

Offerors must complete and submit this Submittal Form. Proposed costs must include all direct and indirect costs associated with the performance of the contract, including, but not limited to: total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit.

**Fee/Profit Limitations:** No Fee/Profit on Travel, Other Direct Costs (ODC), material, Subcontractor fee, or Commercial Items as defined in FAR 2.101. Examples of ODC include, but are not limited to: renewable licenses, leases, consultants, special tooling, and royalties. Examples of material include but are not limited to: equipment, hardware and spares/repair parts. In calculating total fee/profit, the Offeror shall exclude travel, ODC, material, Subcontractor fee and commercial item costs from its total cost pool. This limitation shall flow down to subcontractors.

**Requirement for Certified Cost or Pricing Data.** All subcontractor proposals with a value of \$750,000 or more shall provide certified Cost or Pricing Data. In the event a subcontractor of less than the \$750,000 threshold, "Other than Cost or Pricing Data" shall be provided to adequately disclose the elements of cost proposed. The contractor shall follow Federal Acquisition Regulation Part 15.408, Table 15-2 "Instructions for Submitting Cost/Price Proposals When Certified Cost or Pricing Data Are Required" for general cost proposal information, cost elements, and cost formats in all cases not specifically covered by the RFP instructions. Cost proposals shall be submitted in accordance with FAR 15.408(l) and 15.403-5.

#### 4.3.6 Copy of Small Business Administration 8(a) ANC Certification (Submittal Form F)

Offerors must submit a copy of their firm's Copy of Small Business Administration 8(a) ANC Certification.

## 5 EVALUATION CRITERIA

### 5.1 SUMMARY OF EVALUATION PROCESS

Alaska Aerospace will use the following steps to evaluate and prioritize proposals:

- Proposals will be assessed for overall responsiveness. Proposals deemed non-responsive will be eliminated from further consideration.
- A proposal evaluation committee (PEC), made up of at least three state employees or public officials, will evaluate specific parts of the responsive proposals.
- The Submittal Forms, from each responsive proposal, will be sent to the PEC. No cost information will be shared or provided to the PEC.
- The PEC will independently evaluate and score the documents based on the degree to which they meet the stated evaluation criteria.
- After independent scoring, the PEC will have a meeting, chaired by the procurement officer, where the PEC may have a group discussion prior to finalizing their scores.
- The evaluators will submit their final individual scores to the procurement officer, who will then compile the scores and calculate awarded points as set out in Section 5.03.
- The procurement officer will calculate scores for cost proposals as set out in Section 5.08 and add those scores to the awarded points along with factoring in any Alaska preference discount for price.
- The procurement officer may ask for best and final offers from offerors susceptible for award and revise the cost scores accordingly.
- AAC will then conduct any necessary negotiations with the highest scoring offeror and award a contract if the negotiations are successful.

### 5.2 EVALUATION CRITERIA

Proposals will be evaluated based on their overall value to AAC, considering both cost and non-cost factors as described below. Note: An evaluation may not be based on discrimination due to the race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, disability, or political affiliation of the offeror.

TABLE 5. EVALUATION CRITERIA

Overall Criteria		Weight
Responsiveness		Pass/Fail
Qualifications Criteria		Weight
	Submittal Form B	35
	Submittal Form C	35
	Submittal Form D	10
Cost Criteria		Weight
Cost Proposal	Submittal Form E	20
Total Evaluation Points Available		100

## 5.3 SCORING METHOD AND CALCULATION

The PEC will evaluate responses against the questions set out in Sections 5.3.1 through 5.3.4 and assign a single score for each section. Offerors' responses for each section will be rated comparatively against one another with each PEC member assigning a score of 0-5 or 0-10. Responses that are similar or lack dominant information to differentiate the offerors from each other will receive the same score. Therefore, it is the offeror's responsibility to provide dominant information and differentiate themselves from their competitors.

### 5.3.1 Technical Approach

This portion of the offeror's proposal will be evaluated against the following statements:

- The proposal outlines a technical approach that is tailored based on obtaining an understanding of the organization's activities and requirements as outlined in the Task Order Scope of Work.
- The proposal showcases the firm's commitment to hiring Alaskans and provides actionable plan to obtain and retain local workforce.
- The proposal indicates an security guard staffing approach that is tailored based on the firm's advanced understanding of your organization's industry and the specific requirements of the project.
- The proposals outlines the firms approach to consistent formal and informal communications throughout the life of the project.

### 5.3.2 Team Knowledge and Experience

This portion of the offeror's proposal will be evaluated against the following statements:

- The proposal highlights the firm's commitment to professional training and staff continuity.
- The proposal outlines qualifications, industry experience, and strengths.
- The proposal specifies the strengths of assigned team members as well as their years of prior experience in the particular industry.
- The proposal indicates the firms experience providing similar support under Federal Prime Contracts.
- The proposal provides the firm's background, client base and years in business.
- If the firm does not have relevant experience in your particular industry, the proposal specifies that the firm has identified a firm with the applicable expertise/specialty to affiliate with to assist with this engagement and provides the affiliate firm's qualifications, background and experience.

### 5.3.3 Unique Qualifications

This portion of the offeror's proposal will be evaluated against the following statement:

- The proposal conveys a positive and confident feeling derived from the firm's business beliefs, communication practices and unique qualifications of which lays the foundation for a trusted relationship.

### 5.3.4 Contract Cost (Cost Proposal)

Overall, a minimum of 20% of the total evaluation points will be assigned to cost. After the procurement officer applies any applicable preferences, the offeror with the lowest total cost will receive the maximum

number of points allocated to cost per 2 AAC 12.260(c). The point allocations for cost on the other proposals will be determined using the following formula:

$$[(\text{Price of Lowest Cost Proposal}) \times (\text{Maximum Points for Cost})] \div (\text{Cost of Each Higher Priced Proposal})$$

#### 5.4 OFFEROR NOTIFICATION OF SELECTION

After the completion of contract negotiation, the procurement officer will issue a written Notice of Intent to Award and send copies of that notice to all offerors who submitted proposals. The notice will list the names of all offerors and identify the offeror selected for award.

## 6 GENERAL PROCESS AND LEGAL INFORMATION

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### 6.1 INFORMAL DEBRIEFING

When the contract is completed, an informal debriefing may be performed at the discretion of the project manager or procurement officer. If performed, the scope of the debriefing will be limited to the work performed by the contractor.

### 6.2 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

Prior to the award of a contract, an offeror must hold a valid Alaska business license. However, in order to receive the Alaska Bidder Preference an offeror must hold a valid Alaska business license prior to the deadline for receipt of proposals. Offerors should contact the Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing for information on these licenses. Acceptable evidence that the offeror possesses a valid Alaska business license may consist of any one of the following:

- copy of an Alaska business license;
- certification on the proposal that the offeror has a valid Alaska business license and has included the license number in the proposal;
- a canceled check for the Alaska business license fee;
- a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office; or
- a sworn and notarized statement that the offeror has applied and paid for the Alaska business license.

### 6.3 STANDARD CONTRACT PROVISIONS

The contractor will be required to agree to AAC's Standard Terms and Conditions - Appendix A. This form is attached with the RFP for your review. The contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval, and AAC reserves the right to reject a proposal that is non-compliant or takes exception with the contract terms and conditions stated in the Agreement. Any requests to change language in this document (adjust, modify, add, delete, etc.), must be set out in the offeror's proposal in a separate document. Please include the following information with any change that you are proposing:

- Identify the provision that the offeror takes exception with.
- Identify why the provision is unjust, unreasonable, etc.
- Identify exactly what suggested changes should be made.

### 6.4 QUALIFIED OFFERORS

Per 2 AAC 12.875, unless provided for otherwise in the RFP, to qualify as an offeror for award of a contract issued under AS 36.30, the offeror must:

- Add value in the contract by actually performing, controlling, managing, or supervising the services to be provided; or
- Be in the business of selling and have actually sold on a regular basis the supplies that are the subject of the RFP.

If the offeror leases services or supplies or acts as a broker or agency in providing the services or supplies in order to meet these requirements, the procurement officer may not accept the offeror as a qualified offeror under AS 36.30.

## 6.5 PROPOSAL AS PART OF THE CONTRACT

Part of all of this RFP and the successful proposal may be incorporated into the contract.

## 6.6 ADDITIONAL TERMS AND CONDITIONS

Alaska Aerospace reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

## 6.7 RIGHT OF REJECTION

Offerors must comply with all of the terms of the RFP, and all applicable local, state, and federal laws, codes, and regulations. The procurement officer may reject any proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP. Offerors may not qualify the proposal nor restrict the rights of Alaska Aerospace. If an offeror does so, the procurement officer may determine the proposal to be a non-responsive counteroffer and the proposal may be rejected.

Minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the RFP;
- are trivial, negligible, or immaterial in nature.
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision;
- may be waived by the procurement officer.

Alaska Aerospace reserves the right to refrain from making an award if it determines that to be in its best interest. A proposal from a debarred or suspended offeror shall be rejected.

## 6.8 AAC NOT RESPONSIBLE FOR PREPARATION COSTS

Alaska Aerospace will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

## 6.9 DISCLOSURE OF PROPOSAL CONTENTS

All proposals and other material submitted become the property of AAC and may be returned only at the AAC's option. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Thereafter, proposals may become public information. Trade secrets and other proprietary data contained in proposals may be held confidential if the offeror requests, in writing, that the contracting officer does so, and if the contracting officer agrees, in writing, to do so. The offeror's request must be included with the proposal, must clearly identify the information they wish to be held confidential, and

include a statement that sets out the reasons for confidentiality. Unless the contracting officer agrees in writing to hold the requested information confidential, that information will also become public after the Notice of Intent to Award is issued.

## 6.10 ASSIGNMENT

The contractor may not transfer or assign any portion of the contract without prior written approval from the procurement officer.

## 6.11 DISPUTES

In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the parties hereto shall attempt to settle the dispute, claim, question, or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If the parties do not reach such solution (or agree in writing to mediate the dispute) within a period of thirty (30) days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be referred to each party's cognizant senior management for resolution. In the event the parties' senior management cannot reach agreement on resolution of the dispute within a period of thirty (30) days, either party may seek relief in an arbitration court of competent jurisdiction.

The procedures set forth in this Article shall be the sole and exclusive procedures for the resolution of disputes between the parties arising out of or relating to this Agreement; provided, however, that a party may seek a preliminary injunction or other provisional judicial relief if, in its sole judgment, such action is necessary. Despite such action, the parties will continue to participate in good faith in the procedures specified in this Article.

## 6.12 SEVERABILITY

If any provision of the contract or agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

## 6.13 CLARIFICATION OF OFFERS

In order to determine if a proposal is reasonably susceptible for award, communications by the procurement officer or the proposal evaluation committee (PEC) are permitted with an offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Clarifications may not result in a material or substantive change to the proposal. The evaluation by the procurement officer or the PEC may be adjusted as a result of a clarification under this section.

## 6.14 DISCUSSIONS WITH OFFERORS

AAC may conduct discussions with offerors. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and proposal. Discussions will be limited to specific sections of the RFP or proposal identified by the procurement officer. Discussions will only be held with offerors who have submitted a proposal deemed reasonably susceptible for award by the procurement officer. Discussions, if held, will be after initial evaluation of proposals by the procurement officer or the PEC. If modifications are made as a result of these discussions, they will be put in writing. Following discussions, the procurement officer may set a time for best and final proposal submissions from those offerors with whom discussions were held. Proposals may be reevaluated after receipt of best and final proposal submissions.

If an offeror does not submit a best and final proposal or a notice of withdrawal, the offeror's immediate previous proposal is considered the offeror's best and final proposal. Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for discussions so that reasonable accommodation can be made. Any oral modification of a proposal must be reduced to writing by the offeror.

## 6.15 CONTRACT NEGOTIATION

After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items which would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, AAC may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal. If contract negotiations are commenced, they may be held via Microsoft Teams.

## 6.16 FAILURE TO NEGOTIATE

If the selected offeror:

- fails to provide the information required to begin negotiations in a timely manner; or
- fails to negotiate in good faith; or
- indicates they cannot perform the contract within the budgeted funds available for the project; or
- if the offeror and AAC, after a good faith effort, simply cannot come to terms,

AAC may terminate negotiations with the offeror initially selected and commence negotiations with the next highest ranked offeror.

## 6.17 PROTEST

An interested party may protest the award of a contract, the proposed award of a contract, or a solicitation for supplies, services, construction, space leases, or professional services by the corporation. The protest must be in writing and must include at least the following information:

- the name, address, and telephone number of the protester;
- the signature of the protester or the protester's designated representative;
- identification of the solicitation or contract at issue;
- a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and
- the form of relief requested.
  - A protest based on alleged improprieties in an award of a contract or a proposed award of a contract must be received by AAC within five days after a notice of intent to award is issued by AAC. If the protester shows good cause, the procurement officer will, in that officer's discretion, consider a filed protest that is not submitted in a timely manner.
  - The procurement officer will immediately give notice of a protest to the contractor if a contract has been awarded, or if no award has been awarded, to all interested parties.

- Within 10 days after a protest is filed, the CEO will issue a written decision containing the basis of the decision concerning the protest. A copy of the decision will be furnished to the protester by certified mail or by other means that provide evidence of delivery.
- A written appeal from a protest decision must be received by the chair of the board, care of AAC, within five days after the decision is received by the protester and must include the following information:
  - a copy the decision being appealed; and
  - identification of the factual or legal errors in the decision that form the basis for appeal;
- The AAC Board or Directors will issue a final decision on an appeal within 90 days of receipt of the appeal.

## 7 ATTACHMENTS

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- 1) Submittal Forms A-E
- 2) AAC Standard Terms and Conditions- Appendix A
- 3) Insurance and Indemnification- Appendix B
- 4) Federal Flow downs- Appendix C